

1                                   **IN THE UNITED STATES DISTRICT COURT**  
2                                   **FOR THE DISTRICT OF PUERTO RICO**

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5       **MARA E. RODRIGUEZ-GONZALEZ,**

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7       **Plaintiff,**

**Civil No. 13-1553 (GAG)**

8       **v.**

9       **THE RITZ-CARLTON SAN JUAN**  
10       **HOTEL SPA & CASINO,**

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12       **Defendant.**

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14                                   **MEMORANDUM OPINION**

15           The court grants Defendant's motion to dismiss at Docket No. 4. The parties agree that they  
16 submitted to arbitrate this matter, but Plaintiff protests because she claims the costs and fees of  
17 arbitration would preclude her from affording arbitration. (See Docket No. 8 at 4-5.) Plaintiff's  
18 concerns, however, are unfounded. Plaintiff's employment agreement with Defendant states that the  
19 arbitration shall be governed by the American Arbitration Association's Rules for Employee Dispute  
20 Resolution. (Docket No. 4-1 at 12.) Those rules impose all costs and fees for employer-promulgated  
21 arbitration agreements on the employer, save for \$200 or a lesser-agreed upon amount. In this case,  
22 Plaintiff agreed to the "Ritz-Carlton Employee Agreement," which is clearly a general employer-  
23 promulgated arbitration agreement, and Defendant agreed Plaintiff would pay \$50 in the event of  
24 arbitration. (Id. at 13.) Thus, the only cost to Plaintiff is \$50. Under the Rules for Employee Dispute  
25 Resolution, the employer is required to pay the arbitrator's compensation, a non-refundable, upfront  
26 fee of \$1,350 is required to be paid by the employer, and the employer pays the hearing fees, all  
27 expenses of the arbitrator, required travel and other expenses, and any AAA

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1 expenses, as well as the costs relating to proof and witnesses produced at the direction of the  
2 arbitrator. See Employer Arbitration Rules Fee Schedule, American Arbitration Association, Rules  
3 Amended and Effective November 1, 2009 and Fee Schedule Amended and Effective May 15, 2013,  
4 [http://www.adr.org/aaa/faces/aoe/lee/employment?\\_afLoop=10805315342615&\\_afWindowMode=0&\\_afWindowId=1yq29spqs\\_1#%40%3F\\_afWindowId%3D1yq29spqs\\_1%26\\_afLoop%3D10805315342615%26\\_afWindowMode%3D0%26\\_adf.ctrl-state%3D1yq29spqs\\_51](http://www.adr.org/aaa/faces/aoe/lee/employment?_afLoop=10805315342615&_afWindowMode=0&_afWindowId=1yq29spqs_1#%40%3F_afWindowId%3D1yq29spqs_1%26_afLoop%3D10805315342615%26_afWindowMode%3D0%26_adf.ctrl-state%3D1yq29spqs_51) (last accessed Sept. 30, 2013). The court therefore requires Plaintiff  
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8 to pay the agreed-upon \$50 and Defendant to pay the costs that are required in the Employment  
9 Arbitration Rules, pursuant to the agreement between Plaintiff and Defendant at Docket No. 4-1.

**SO ORDERED.**

In San Juan, Puerto Rico this 30<sup>th</sup> day of September, 2013.

/S/ Gustavo A. Gelpí

GUSTAVO A. GELPI

United States District Judge